

**Standard Two-Party Recruitment/Employment Contract (Male/Female Domestic Worker)**

As of the following mentioned day \_\_\_\_\_ the parties agreed on the following:

- 1- Mr./Ms./Mrs \_\_\_\_\_ Nationality \_\_\_\_\_ Civil ID Number \_\_\_\_\_  
Number of family members \_\_\_\_\_ Residence Type \_\_\_\_\_ Job Title \_\_\_\_\_ Home Address \_\_\_\_\_  
Phone number \_\_\_\_\_ (First Party/Employer)
- 2- Mr./Ms./Mrs \_\_\_\_\_ Nationality \_\_\_\_\_ Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Job Title \_\_\_\_\_ Holder of passport number \_\_\_\_\_ (Second Party/Domestic Worker)

**Preamble**

Since the first party (Employer) wishes to recruit a domestic worker to work at his/her household, and the second party (Domestic Worker) wishes to work for the first party, it is agreed on the following:

**First:** The preamble is an integral part of this contract provisions and is bound to it.

**Second:** The first party acknowledge that he/she have read the Amiri decree Number 17 of the year 1959 concerning foreigner's residency and the decrees complied with it and decree Number 68 of the year 2015 concerning domestic workers and the decrees complied with it, and the commitment to all of the terms and items stated within.

**Third:** The first party (Employer) must commit to the following:

- 1- Providing an appropriate housing for the second party (Domestic Worker) equipped with all necessities and decent means of living.
- 2- Providing suitable food and clothes for the second party (Domestic Worker) in a way that ensures him/her adequate life, and is obligated to provide him/her with medical treatment and nursing by registering him/her in the health system applicable in the State of Kuwait pursuant to Law No. (1) of the year 1999.
- 3- Salary must be paid at the end of each Gregorian month starting from the first day of work and it should not be less than the designated amount initially signed by the second party (Domestic worker) on the contract, and the money transfer receipt is considered proof of receiving the salary.
- 4- Compensating the second party (Domestic Worker) in case of injury during work or because of it according to the provisions of Kuwait Civil Law.
- 5- Issuing a valid residency for the second party (Domestic Worker) for the duration of the contract in accordance with Amiri decree Number 17 of the year 1959 concerning foreigners' residency and the decrees complied with it.
- 6- Handling all expenses to bring the second party (Domestic Worker) and should not lay any of these expenses on the second party.
- 7- Paying the expenses of transferring the second party (Domestic Worker) deceased body to his/her country as well as sending the salary of the last month to the second party's beneficiaries.
- 8- It is not permissible for the first party (Employer) to assign the second party (Domestic Worker) to work outside the State of Kuwait. If this occurs without the agreement of the domestic worker, the domestic worker will be returned to his/her country at the expense of the first party (Employer).
- 9- The second party (Domestic Worker) is entitled to own a phone and use it outside the working hours, provided that he/she keeps the secrets and privacy of the household, and use such phone in a manner consistent with public morals.

**Fourth:** The second party (Domestic Worker) is obligated to the following:

- 1- Do the work he/she is supposed to do by following and complying to all instructions of the first party (Employer) and his/her family members under the condition that these instructions do not threaten the second party's (Domestic Worker) life or offend his/her dignity, as well as respect the customs and traditions of the State of Kuwait.
- 2- Preserving the secrets, privacy, belongings and money of the first party (Employer) and his/her family members.
- 3- Refusal to work for others whether with or without commission.

**Fifth: General Provisions:**

- 1- The second party (Domestic Worker) works for the first party (Employer) under the job title of \_\_\_\_\_ With a monthly salary of \_\_\_\_\_ K.D.
- 2- The contract is effective from the first day of commencing work at the first party's household and is valid for \_\_\_\_\_ years as of the date \_\_\_\_\_ and is renewable for longer periods unless one of the parties expresses the desire not to renew at least two months before the expiry of the contract.
- 3- Second party (Domestic Worker) working hours must not exceed a total of 12 hours daily, whereas continuous working hours must not exceed 5 hours, followed by at least 1 hour resting time which is not included in the overall working hours. The second party also has the right to sleep for a continuous 8 hours minimum at night.
- 4- Not depriving the second party (Domestic Worker) from the right of having a fully paid weekly rest.
- 5- Not depriving the second party (Domestic Worker) from the right of having a fully paid annual leave.
- 6- An end-of-service bonus payment equivalent to one-month salary for every year served by the second party (Domestic Worker) at the end of his/her contract.
- 7- The first party (Employer) is not allowed to keep in his/her possession any of the second party's (Domestic Worker) personal identity documents such as passport.
- 8- Transferring the residency of the second party (Domestic Worker) is prohibited during the first 6 months from the day of entry to the country.
- 9- The first party (Employer) shall bear the cost of economy class ticket for the second party (Domestic Worker) return back to his/her country at the end of the contract or any other renewed periods.
- 10- In case conflict about any of this contract articles, the case will be referred to the Public Authority of Manpower for the settlement of the conflict. Failed settlements will be referred to the designated court.
- 11- Anything unstated in this contract must be referred to the articles under Law No. 68 of the year 2015 in respect to domestic workers rules, and in case of lack of law acts that address it, the Kuwaiti laws are applicable.
- 12- This contract has been made in both Arabic and English languages and both parties should have full knowledge of the contents of this contract, the Arabic text shall prevail and be referred to when necessary.
- 13- This contract is drawn in original and three copies. The original shall be sent to the Public Authority of Manpower, after the arrival of the second party (Domestic Worker) and to the country and signing on the contract. The first and second copies are for the first party (Employer), whereas the third copy shall be given to the second party (Domestic Worker).

**First Party  
(Employer)**

Name: \_\_\_\_\_

I.D No.: \_\_\_\_\_

Signature: \_\_\_\_\_

**Second Party:  
(Domestic Worker)**

Name: \_\_\_\_\_

Passport No.: \_\_\_\_\_

Signature: \_\_\_\_\_

**This Form is NOT FOR SALE**

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